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CITY OF NEWTON
PURCHASING DEPARTMENT

CONTRACT FOR THE NEWTON PUBLIC SCHOOLS

PROJECT MANUAL:
SUPPLY & INSTALLATION OF CLIMBING WALLS
FOR VARIOUS SCHOOLS
(Indoor Adventure Education Challenge Courses)
INVITATION FOR BID #10-40

FEBRUARY 2010
Setti D. Warren, Mayor

WTON, MASSACHUSETTS

PURCHASING DEPARTMENT

purchasing@newtonma.gov

Fax (617) 796-1227

February 16, 2010

ADDENDUM #1

INVITATION FOR BIDS

#10-38 - NPS – CHALLENGE COURSE POLES

#10-39 - NPS - CHALLENGE COURSE - ELEMENTS

#10-40 - NPS - CHALLENGE COURSE - WALLS

THIS ADDENDUM IS TO: CHANGE THE BID OPENINGS of all three IFBs.

ALL BID OPENINGS HAVE BEEN POSTPONED till further notice.

NEW OPENING DATES AND TIMES WILL BE ANNOUNCED IN ADDENDUM #2, ALONG WITH THE ANSWERS TO THE QUESTIONS ASKED IN THE MANDATORY PRE-BID CONFERENCE AND SITE VISIT.

All other terms and conditions of this bid remain unchanged

PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM

Thank you.



Re Cappoli

Chief Procurement Officer

CITY OF NEWTON

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SUPPLY & INSTALLATION OF CLIMBING WALLS -VARIOUS SCHOOLS

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CITY OF NEWTON PURCHASING DEPARTMENT INVITATION FOR BID #10-40

The City of Newton invites sealed bids from Contractors for

SUPPLY & INSTALLATION OF CLIMBING WALLS - VARIOUS SCHOOLS (Indoor Adventure Education Challenge Courses)

MANDATORY - Pre-Bid Conference: 9:00 a.m., February 12, 2010
Bids will be received until: 10:00 a.m., February 22, 2010*

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the **MANDATORY Pre-Bid conference** at City Hall, Rm. 204, there will be a site visit to the five locations. Transportation will be provided by the City of Newton for the site visits. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Work under this contract shall consist of: the supply and installation of climbing walls for indoor adventure education challenge courses for four middle schools and one high school in Newton, MA. Climbing walls must be supplied and installed consistent with Project Adventures curriculum and training. Supplies and materials cannot be delivered more than 48 hours prior to the start of installation.

Time is of the essence in the performance of the work of this contract. Work shall begin immediately upon full execution of the contract and shall be completed no later than: May 14, 2010.

Contract Documents will be available on line at www.ci.newton.ma.us/bids or for pickup at the Purchasing Department, **after 10:00 a.m., February 4, 2010**. There is no charge for contract documents. **Drawings must be obtained through the Purchasing Department, call to ensure availability (617) 796-1220.**

All bids must be accompanied by a bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates. Bid deposits, payable to the City of Newton, shall be either in the form of a bid bond, cash, certified check, or a treasurer's or cashier's check issued by, a responsible bank or trust company. Award will be made to the lowest responsive and responsible bidder for the Grand Total of all line items. **Bids must be submitted as ONE original and ONE copy.**

All bids are subject to the provisions of M.G.L. Chapter 30, Section 39M. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Labor and Materials Payment Bond in the amount of 50%** of the contract total.

If you download bids from the internet site and would like to make it known that your company has done so, you may e-mail purchasing@newtonma.gov or fax the Purchasing Dept. (617) 796-1227 with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER. **The City of Newton's Purchasing Dept. converted to an email notification system of all upcoming public bids effective July 1, 2009. If you wish to receive notification of bids, please email us your company information to purchasing@newtonma.gov, otherwise you may view all City of Newton public bids online at www.ci.newton.ma.us/bids.**

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids in whole or in part, if it be in the public interest to do so.

***Bid Opening Date has changed from what was originally advertised**

CITY OF NEWTON

Re Cappoli
Chief Procurement Officer



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February 4, 2010

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
 2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will answer such requests if received seven (7) calendar days before the date for receipt of the bids.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.3 Addenda will be faxed or mailed First Class postage by the USPS, to every individual or firm on record as having taken a set of Contract Documents.
- 2.4 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.ci.newton.ma.us/bids.
- 2.5 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at purchasing@newtonma.gov or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing Dept. with their company's name, street address, city, state, zip, phone, fax and **INVITATION FOR BID NUMBER #10-40**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 By bidding on this project each Bidder certifies its intent to comply with the City of Newton Minority/Women Business Enterprise Plan dated December 1999 to further expand business opportunities for minority firms. A copy of this plan is incorporated in the Project Manual.
- 3.2 Bidders are advised that the City of Newton Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program is applicable to all construction contracts in excess of \$50,000.00. A copy of this program is incorporated in the Project Manual. A Contractor's Certification form must be signed by all successful low bidders prior to a condition of contract award. No contract shall be executed or valid unless the contractor has executed and submitted the Contractor's Certification. (see Attachment B to the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program.)
- 3.3 The awarded bidder shall, prior to the award of any sub-contract, obtain from each of its sub-contractors the Sub-Contractors Certification certifying the Sub-Contractor shall comply with the minority manpower ratio and specific affirmative action steps described in the Supplemental Equal Employment Opportunity Anti-Discrimination and

OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.

Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.
- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
 - * GENERAL BID FOR:
 - * NAME OF PROJECT AND **INVITATION NUMBER**
 - * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.
- 4.8 Bids shall be submitted with **one original and one copy**.
- 4.9 The use of a company or brand name, except with software, in the specifications is intended solely for the purpose of describing a standard of quality, functional features and performance standards required and is not intended to limit or restrict competition. The bidder offering a product which they deem equal to the brand and model specified in the solicitation provided that the brand name specified is not followed by the words "no substitutions", **shall indicate so on the bid form and Minimum Requirements – Exception form** and submit with their bid the manufacturers specifications/descriptive literature for the product they are offering. **Failure to submit manufacturers specifications/descriptive literature with bids may be cause for bid rejection.**

Equality - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, at time of bid, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

been enacted that required all employees who work on Massachusetts public in 10 hours of OSHA-approved safety and health training. See Chapter 306 effective July 1, 2006.

1. Any bid or sub bid submitted on or after July 1, 2006 and to any contract awarded on or after July 1, 2006.
2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this new Massachusetts Law will disqualify you from bidding on public contracts.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids shall be withdrawn for sixty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City of Newton will award the contract to the lowest eligible and responsible Bidder within sixty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.
- 7.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.4 It is the purpose of the City not to award this contract to any bidder who does not furnish evidence satisfactory to the Chief Procurement Officer that he has the ability and experience in this class of work and that he has sufficient capital and plant to enable him to prosecute the same successfully and to complete it within the specified time and that he will complete it in accordance with the terms thereof.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.



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in identical amount from two or more responsive and responsible Bidders, by a blind selection process such as flipping a coin or drawing names from a hat. The selected Bidder will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

END OF SECTION



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CITY OF NEWTON
DEPARTMENT OF PURCHASING
BID FORM #10-40

NPS – Climbing Walls for Indoor Adventure Education Challenge Courses

- A. The undersigned proposes to furnish all labor and materials required in accordance with the Contract Documents supplied by the City of Newton entitled:

SUPPLY & INSTALLATION OF CLIMBING WALLS - VARIOUS SCHOOLS

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

- B. This bid includes addenda number(s) _____, _____, _____, _____,

- C. The proposed contract price is:

GRAND TOTAL BID FOR ALL 6 ITEMS \$ _____

COMPANY: _____

- D. The undersigned has completed and submits herewith the following documents:

- ☐ Bid Form - signed, 2 pages
- ☐ Bid Item Sheet, 1 page
- ☐ Bidder's Qualification Form and References, 2 pages
- ☐ A five percent (5%) bid deposit/bid guarantee.

- E. The undersigned agrees that, if s/he is selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 30, s 39M.



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furnish labor that can work in harmony with all other elements of labor (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall provide documentation of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of General Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State, Zip)

(Telephone / Fax)

(E-mail address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

The Contractor shall insert prices for each item in ink and is to show a Grand Total for all bid items. In the event there is an error in the bidders total bid price, the corrected total bid obtained by the summation of the products of the unit prices multiplied by the respective quantities shall stand as the bidder's total bid price.

The Contractor is advised to review any related plans, conduct a full site review (if applicable), and read all the provisions in the document before inserting prices.

ITEM DESCRIPTION & BID PRICE COST	UNIT COST	EST. QTY*	TOTAL
ITEM: 1 - BIGELOW MIDDLE SCHOOL Supply and install Low Bouldering Wall per specifications	\$_____	1	\$_____
ITEM: 2 - BROWN MIDDLE SCHOOL Supply and install Low Bouldering Wall per specifications	\$_____	1	\$_____
ITEM: 3 - DAY MIDDLE SCHOOL Supply and install Low Bouldering Wall per specifications	\$_____	1	\$_____
ITEM: 4 - OAKHILL MIDDLE SCHOOL Supply and install Low Bouldering Wall per specifications	\$_____	1	\$_____
ITEM: 5 - NEWTON SOUTH HIGH SCHOOL Supply and install Low Bouldering Wall per specifications and site plan	\$_____	1	\$_____
ITEM: 6 - NEWTON SOUTH HIGH SCHOOL Supply and install Climbing Wall per specifications and site plan	\$_____	1	\$_____
ITEM: 7 - NEWTON MIDDLE AND HIGH SCHOOLS Supply training hours for bouldering and climbing walls times determined by NPS PEHW Director	\$_____	8	\$_____

Total for Line Items 1-7: \$_____

Pricing for the BASE BID must be recorded in paragraph "C" of the BID FORM.

Bidders must bid on every item. Bid award will be made to the lowest responsive and eligible bidder based on the Grand Total for all 6 Bid items inclusive. Any bidder not providing prices for all line items may be deemed non-responsive and therefore rejected.

Supplies and materials cannot be delivered more than 48 hours prior to the start of installation.

END OF SECTION



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CITY OF NEWTON

IFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? ____ YES ____ NO DATE AND STATE OF INCORPORATION: _____
- * 4. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 5. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
____ YES ____ NO
IF YES, WHERE AND WHY?

- * 6. HAVE YOU EVER DEFAULTED ON A CONTRACT? ____ YES ____ NO
IF YES, PROVIDE DETAILS.

- * 7. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 8. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.
PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? ____ YES ____ NO



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TELEPHONE #: (____) _____
PROJECT?: _____
(tc.) _____

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.) _____

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.) _____

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.) _____

9. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION



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CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

None of the following forms are required at the time of bid submittal.

CONTRACTOR AGREEMENT

CONTRACT NO. C-

THIS AGREEMENT made this ____ day of _____ in the year Two Thousand and Ten by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the consideration hereinafter set forth agree as follows:

ARTICLE 1. STATEMENT OF WORK. The Contractor shall furnish all labor, materials, and equipment and perform all work required in strict accordance with the Contract Documents for the following project:

SUPPLY AND INSTALLATION OF CLIMBING WALLS AT VARIOUS SCHOOLS

ARTICLE 2. TIME OF COMPLETION. The Contractor shall commence work under this Contract on the date specified in the written notice of the City to proceed and shall fully complete all work hereunder within the time specified in the Summary of Work and Specific Work Requirements of the Project Manual (**not later than May 14, 2010**). Time is of the essence with regard to this contract. Failure to complete within the time specified shall be subject to the assessment of liquidated damages in accordance with the provisions contained in the Project Manual.

ARTICLE 3. THE CONTRACT PRICE. The City shall pay the Contractor for the full and satisfactory performance of the Contract a sum not to exceed:

(\$ _____)

ARTICLE 4. CONTRACT DOCUMENTS. The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation to Bid #10-40 issued by the Purchasing Department;
- c. The Project Manual for **Supply & Installation of Climbing Walls at Various Schools** including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s) _____ ;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.



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ment, together with the other documents enumerated in this Article, constitute the and the CONTRACTOR.

ARTICLE 5. APPLICABLE STATUTES. All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

By_____

Title_____

Date_____

Affix Corporate Seal Here

City funds in the amount of \$_____
Are available in account number
18SX09999 - 58521

I further certify that the Mayor is
authorized to execute contracts and
approve change orders

By_____ *Comptroller of Accounts*

Date _____

CITY OF NEWTON

By_____ *Chief Procurement Officer*

Date_____

By_____ *School Committee*

Date_____

Approved as to Legal Form and
Character

By_____ *Associate City Solicitor*

Date_____

CONTRACT AND BONDS APPROVED

By_____ *Setti D. Warren, Mayor*

Date_____

OF AUTHORITY - CORPORATE

I hereby certify that I am the Clerk/Secretary of _____

(insert full name of Corporation)

1. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
2. is the duly elected _____
(insert the title of the officer in line 2)
3. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the
officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

4. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

5. ATTEST: _____ *AFFIX CORPORATE*
(Signature of **Clerk or Secretary**)* *SEAL HERE*
6. Name: _____
(Please print or type name in line 6)*
7. Date: _____
(insert a date that is ***ON OR AFTER*** the date the
officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.



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ATTESTATION

I, _____, acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersigned's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

- * The provision in the Attestation relating to child support applies only when the Contractor is an individual.
- ** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.
- *** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.



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NEWTON, MASSACHUSETTS
PAYMENT BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of _____ dollars (\$ _____) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____, 2010, for the construction of _____ in Newton, Massachusetts.
(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this _____ day of _____, 2010.

PRINCIPAL

SURETY

BY _____
(SEAL)

BY _____
(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____

GENERAL CONDITIONS OF THE CONTRACT ON TECHNICAL SERVICES

The City of Newton, herein referred to as the City, does hereby establish the following General Conditions, applicable to this Invitation for Bids and any subsequent purchase order, work order, or contract resulting therefrom.

1.0 SCOPE OF SERVICES

- 1.1 The Contractor agrees to furnish all labor, materials, equipment and insurance necessary to perform and fully complete, in every respect, within the time frame herein specified, all work (hereinafter referred as the Services) described in the Project Manual.
- 1.2 The Contractor shall not make any changes in the scope of Services without the prior written consent of the City. The Contractor shall make reasonable revisions or corrections, within the scope of Services, to any work performed until submitted in a form acceptable to the City.
- 1.3 The City reserves the right to alter, add to or reduce the Services by delivering to the Contractor written notice specifying the nature and extent of such alteration, addition or reduction. Such notice shall be effective upon the later of actual receipt by the Contractor or upon the date given in such notice. No addition to the Services shall be made unless the City and the Contractor have agreed to such increase in writing.

2.0 CONTRACT TERM

- 2.1 The obligations of the Contractor identified herein shall commence upon execution of the City-Contractor Agreement and shall continue in full force and effect for the duration of the contract term as identified in the Project Manual. The contractor shall commence the performance of services under this contract promptly upon receipt of the City's Notice to Proceed in accordance with the provisions identified in the Project Manual.
- 2.2 In the event the term of this contract exceeds a period of one year and notwithstanding any provision to the contrary herein, the City shall cancel this contract in the event that funds are not appropriated or otherwise made available to support continuation of performance by the Contractor in any fiscal year succeeding the first year.

3.0 EXECUTION

- 3.1 All work required hereunder shall be performed as promptly as possible, and in any event within the time herein set forth, and such work shall be subject to approval and acceptance by the City, but such approval and acceptance shall not relieve the Contractor from the obligation to correct any incomplete, inaccurate or defective work, all of which shall be promptly remedied by the Contractor on demand, without cost to the City. The Contractor shall obtain all the required licenses and permits for the work herein described.
- 3.2 The Contractor shall conform to all determinations and directions of the City concerning the Contractor's delivery of services in the event of inclement weather, equipment failure, picket lines on City property, or labor strikes by the contractor's employees.

4.0 COMPENSATION

- 4.1 The City shall pay the Contractor for services rendered under this contract in accordance with the amount(s) set forth in the Contractor's General Bid Form and pursuant to the provisions contained in the Project Manual.
- 4.2 Notwithstanding anything to the contrary contained in the Contract, the City may withhold any payment to the Contractor hereunder if and for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default under this Contract including, without limitation, any failure to perform Services in full accordance with the amount sufficient in the reasonable opinion of the City to cure any such default or failure of performance by the Contractor.



by any amounts for work deemed by it to be unacceptable, or which are
disputes any such amounts invoiced, it shall pay all amounts not in dispute and
amounts disputed and the reasons therefor.

be construed as final acceptance or approval of that part of the Services to which
payment relates, or relieve the Contractor of any of its obligations outlined in this Contract. Further, the City shall not
be deemed, by virtue of making payments to the Contractor hereunder, to have released the Contractor from any claim
or liability, or to have waived any action arising out of the breach of this Contract by the Contractor.

5.0 REPORTS AND DRAWINGS

When the Contractor has been paid for the Services performed by him or her, all reports, drawings, and other material
furnished to the City shall become the City's property and may be used by the City (or such parties as the City may
designate) thereafter in such manner and for such purposes as the City (or such parties as the City may designate) may
deem advisable, without further employment of or additional compensation to the Contractor. The Contractor shall not
release or disclose any report, drawing, or other material furnished to the Contractor by the City in connection with the
performance of the Contractor's Services

6.0 CONTRACTOR'S ACCOUNTING RECORDS

The Contractor shall keep records pertaining to Services performed (including complete and detailed time records) on
the basis of recognized bookkeeping practices, generally accepted accounting principles, and in accordance with such
reasonable requirements to facilitate audit as the City may provide. All records shall be available to the City or its
authorized representatives for review and audit during normal business hours.

7.0 ASSIGNMENT/SUBCONTRACTING

The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without
the prior written consent of the City.

8.0 REMEDY FOR DEFAULT

If the Contractor, in the sole judgment of the City, shall violate or fail properly to comply with or perform in any
material respect any condition, provision, or warranty hereof, the City shall have the right by prior written notice to the
Contractor to have the services called for hereby otherwise performed, and/or to terminate this contract without
prejudice to any other rights or remedies of the City under this contract. The Contractor shall pay any excess in the
City's cost to so procure the services and any related goods, supplies, materials or equipment. In addition, and without
limiting any other remedies available to the City, the Contractor shall be liable for all losses, costs and expenses
incurred by the City which result from the Contractor's noncompliance.

9.0 SUSPENSION OR TERMINATION

9.1 The City shall have the right, upon seven (7) days written notice to the Contractor so stating, to terminate, suspend, or
postpone this contract in whole or in part for any reason deemed by the City to be in the public interest. Any such
termination, suspension, or postponement shall not give rise to any cause of action for damages against the City. In the
event that the City postpones or suspends the Services, the Contractor's time for performance of the Services shall be
extended for a period equal to the period of such postponement or suspension. In the event of termination, suspension
or postponement, the City shall pay: (a) for services and any related goods, supplies, materials and equipment furnished
up to the time of termination, suspension, or postponement at the contract price upon delivery; (b) for work in process in
the amount of the Contractor's cost, determined in accordance with ordinary accepted accounting practices, up to the
time of termination, suspension, or postponement; and (c) for raw materials purchased by the Contractor as of the date
of termination, suspension, or postponement and which are noncancelable at the Contractor's actual cost plus reasonable
handling charges, but only to the extent that such raw materials were purchased in reliance upon this contract and are
useful solely with respect to this contract.

9.2 Upon receipt of a notice of termination, suspension, or postponement the Contractor shall immediately cease all work
hereunder and cancel all orders placed with respect to this contract. The Contractor's failure to so cancel shall relieve
the City of the obligations of paragraph 10.1 above.

te the Services immediately, by notice, hand delivery or certified mail, if the
this Contract, or fails to perform or observe any of the terms, covenants or
whole or in part its Services, or becomes unable to perform its Services.

9.4 In the event of termination of this Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, computer programs, data, drawings, plans, and other tangible work product, or materials pertaining to the Services performed under this Contract to the time of termination.

10.0 NOTICE

Any action, notice or request required to be taken, given or made by City or the Contractor hereunder may be taken, given or made only by those persons identified for that purpose on the Contract Form. All notices required to be given hereunder shall be deemed properly given if personally delivered, or if mailed by registered or certified mail, postage prepaid addressed to the address and officer identified on the Contract Form.

11.0 PROTECTION OF PROPERTY

The Contractor shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall restore to substantially the same condition existing prior to the Contractor's entry any disturbance or damage to property caused by the Contractor or any person acting under its control.

12.0 INSURANCE REQUIREMENTS

12.1 The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence
	\$1,000,000 aggregate
Property Damage	\$500,000 each occurrence
	\$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person
	\$1,000,000 aggregate
Property Damage	\$300,000

- 12.2 The City shall be named as additional insureds on the Contractor's Liability Policies.
- 12.3 The Contractor shall not commence the work until proof of compliance with this Section 13.0 has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.
- 12.4 The Contractor shall file the original and one certified copy of all policies with the City within fifteen (15) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.
- 12.5 Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

shall , during his/her tenure or one year thereafter directly or indirectly, have in, or any contract for property, materials or services to be furnished or used in connection with, this contract or the proceeds thereof.

14.0 COMPLIANCE WITH LAWS

All work to be performed and wages paid under this specification shall be in accordance with all applicable laws, state or federal, and all applicable ordinances, codes, rules, and regulations of the City of Newton, or any public board or office having any jurisdiction, regulation or control over any work to be done hereunder, including minimum wage rates. In particular, without limitation, the Contractor agrees to comply with all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations. The Contractor agrees to assist in making any submissions to federal or state agencies as may be required in order to meet the requirements in this paragraph.

15.0 INDEMNIFICATION

The Contractor agrees to indemnify and save the City harmless from and against any and all costs, losses, expenses, liabilities, damages or claims for damages, including reasonable attorney's fees and expenses, on account of any injury or damage to buildings, improvements, or property of the City or on account of any injury (including death) or damage to any person, persons, firm, corporation or association, or on account of any infringement or claim of infringement of patents, arising out of or resulting from the deliveries provided for or performed under this contract or from any act, omission or negligence of the contractor, his agents, employees, or assigns. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the contractor under contract.

16.0 FORCE MAJEURE

The City may not hold the Contractor liable for any loss, expense or damage incurred by the City on account of failure of the Contractor to deliver services as specified herein, if that failure is caused by state of war, acts of enemies, expropriation or confiscation of facilities used by the Contractor, or compliance with any law, order, or regulation of any federal, state or municipal governmental authority, if the Contractor shall show that such compliance would impair this ability to perform a material provision of this contract, the Contractor having given the City reasonable notice of such cause.

17.0 DISPUTES

All claims, disputes and other matters in question between the City and the Contractor arising out of or relating to this Contract or the breach of it, shall be submitted for resolution to a court of competent jurisdiction in Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Contract or the earlier termination of this Contract as provided herein, the parties agreeing to negotiate any claims, disputes or other matters in question during the term of this Contract before resorting to litigation. As to all acts or failures to act by either party to this Contract, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events when the other party becomes aware or should have been aware of such acts or failure to act.

18.0 GOVERNING LAW

This contract shall be governed by and construed in accordance with Massachusetts Law.

19.0 LIABILITY

The Contractor is retained solely for the purpose of and to the extent set forth in this Contract. The Contractor's relationship to the City for the purpose of services to be performed under this Contract shall be that of an independent contractor. The Contractor shall have no capacity or authority to involve the City in any contract or to incur any liability on behalf of the City. In no event shall the City be held liable as an employer or otherwise for any personal



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pals, employees, agents and/or representatives occasioned by or resulting
his Contract.

The Contractor shall cause to be removed from the property of the City any liens or other claims asserted by any person or entity claiming through or under the Contractor and arising out of Services performed under this Contract by such third party.

21.0 SEVERABILITY

In the event that any portion of this Contract is held illegal or unenforceable by a court of competent jurisdiction, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Contract and Contractor and the City agree to substitute for the invalid provision a valid provision which most closely approximates the economics and intent of the invalid provision.

END OF SECTION

I

RATE REQUIREMENTS

1. GENERAL

- A. This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B. Other duties and requirements of law which may not be specified in this section apply and are inherently part of the Contract.

2. WAGE RATES

- A. The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. This schedule shall continue to be the minimum rate of wages for said employees during the life of this Contract.
- B. Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C. Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D. Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c 149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E. The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.
- F. The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G. The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter. Filings made by the Contractor pursuant to Clauses 47, 48 and 49 of the General Conditions shall be deemed to constitute compliance with State filing requirements under the Massachusetts Prevailing Wage Law.

END OF SECTION

Massachusetts Prevailing Wage Law M.G.L. ch. 149, §§ 26 – 27

NOTICE TO AWARDING AUTHORITIES

- 'The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- 'You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- 'The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- 'Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the "total rate" listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108



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PAYROLL RECORDS REPORT STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

, 201

I, _____,
(Name of signatory party) (Title)
do hereby state:
That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor, subcontractor or public body) (Building or project)
and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY
Prevailing Wage Rates



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lieutenant Governor

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

GEORGE NOEL
Director of Labor
LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-40

City/Town: NEWTON

Description of Work: Newton Public Schools - Challenge Course - Installation of Climbing Walls

Job Location: Various Locations

Classification	Effective Dates and Total Rates					
Construction						
(2 AXLE) DRIVER - EQUIPMENT	12/01/2009	\$44,330	06/01/2010	\$44,930	12/01/2010	\$45,530
	06/01/2011	\$46,280	12/01/2011	\$46,940	06/01/2012	\$47,590
	12/01/2012	\$48,620				
(3 AXLE) DRIVER - EQUIPMENT	12/01/2009	\$44,400	06/01/2010	\$45,000	12/01/2010	\$45,600
	06/01/2011	\$46,350	12/01/2011	\$47,010	06/01/2012	\$47,660
	12/01/2012	\$48,690				
(4 & 5 AXLE) DRIVER - EQUIPMENT	12/01/2009	\$44,520	06/01/2010	\$45,120	12/01/2010	\$45,720
	06/01/2011	\$46,470	12/01/2011	\$47,130	06/01/2012	\$47,780
	12/01/2012	\$48,810				
ADS/SUBMERSIBLE PILOT	08/01/2009	\$101,110	08/01/2010	\$104,640	08/01/2011	\$108,760
AIR TRACK OPERATOR	12/01/2009	\$47,830	06/01/2010	\$48,830	12/01/2010	\$50,100
	06/01/2011	\$51,100	12/01/2011	\$52,330		
ASBESTOS REMOVER - PIPE/MECH. EQUIPT.	12/01/2009	\$40,230				
ASPHALT RAKER	12/01/2009	\$47,330	06/01/2010	\$48,330	12/01/2010	\$49,600
	06/01/2011	\$50,600	12/01/2011	\$51,830		
ASPHALT/CONCRETE/CRUSHER PLANT- ON SITE	12/01/2009	\$58,530	06/01/2010	\$59,780	12/01/2010	\$61,030
BACKHOE/FRONT-END LOADER	12/01/2009	\$58,530	06/01/2010	\$59,780	12/01/2010	\$61,030
BARCO-TYPE JUMPING TAMPER	12/01/2009	\$47,330	06/01/2010	\$48,330	12/01/2010	\$49,600
	06/01/2011	\$50,600	12/01/2011	\$51,830		
BLOCK PAVER, RAMMER / CURB SETTER	12/01/2009	\$47,830	06/01/2010	\$48,830	12/01/2010	\$50,100
	06/01/2011	\$51,100	12/01/2011	\$52,330		
BOILER MAKER	10/01/2008	\$54,800				
APPRENTICE: BOILERMAKER - Local29						
Rate	Step	1	2	3	4	5
1.5	%	63.00	65.00	70.00	75.00	80.00
						85.00
						90.00
						95.00
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MAS ONRY WATERPROOFING)	08/01/2009	\$67,120	02/01/2010	\$68,010	08/01/2010	\$69,910
	02/01/2011	\$70,900	08/01/2011	\$73,000	02/01/2012	\$73,990
APPRENTICE: BRICK/PLASTER/EMENT MASON - Local3 Newton						
Rate	Step	1	2	3	4	5
1.5	%	50.00	60.00	70.00	80.00	90.00
BULLDOZER/GRADER/SCRAPER	12/01/2009	\$58,190	06/01/2010	\$59,430	12/01/2010	\$60,680
CAISSON & UNDERPINNING BOTTOM MAN	12/01/2009	\$48,230	06/01/2010	\$49,230	12/01/2010	\$50,500
	06/01/2011	\$51,500	12/01/2011	\$52,730		
CAISSON & UNDERPINNING LAB ORER	12/01/2009	\$47,100	06/01/2010	\$48,100	12/01/2010	\$49,330
	06/01/2011	\$50,330	12/01/2011	\$51,600		
CAISSON & UNDERPINNING TOP MAN	12/01/2009	\$47,100	06/01/2010	\$48,100	12/01/2010	\$49,330
	06/01/2011	\$50,330	12/01/2011	\$51,600		
CARBIDE CORE DRILL OPERATOR	12/01/2009	\$47,330	06/01/2010	\$48,330	12/01/2010	\$49,600
	06/01/2011	\$50,600	12/01/2011	\$51,830		

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 01/28/2010

Wage Request Number: 20100127-030

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COMMONWEALTH OF MASSACHUSETTS
LABOR AND WORKFORCE DEVELOPMENT
OFFICE OF OCCUPATIONAL SAFETY
Prevailing Wage Rates



DEVAL L. PATRICK
Governor

THOMAS P. MURRAY
Lieutenant Governor

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

GEORGE NOEL
Director of Labor

LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-40

City/Town: NEWTON

Description of Work: Newton Public Schools - Challenge Course - Installation of Climbing Walls

Job Location: Various Locations

Classification	Effective Dates and Total Rates									
CARPENTER	09/01/2009	\$53.630	03/01/2010	\$54.500	09/01/2010	\$55.380				
	03/01/2011	\$56.230	09/01/2011	\$57.380	03/01/2012	\$58.500				
APPRENTICE: CARPENTER - Zone 2 Eastern MA										
Rate Step	1	2	3	4	5	6	7	8		
13 %	30.00	40.00	70.00	73.00	80.00	80.00	90.00	90.00		
CEMENT MASONRY/PLASTERING	08/01/2009	\$65.510	02/01/2010	\$66.200	08/01/2010	\$67.670				
	02/01/2011	\$68.440	08/01/2011	\$70.060	02/01/2012	\$70.830				
CHAINSAW OPERATOR	12/01/2009	\$47.330	06/01/2010	\$48.330	12/01/2010	\$49.600				
	06/01/2011	\$50.600	12/01/2011	\$51.830						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	12/01/2009	\$59.530	06/01/2010	\$60.780	12/01/2010	\$62.030				
COMPRESSOR OPERATOR	12/01/2009	\$47.890	06/01/2010	\$48.810	12/01/2010	\$49.740				
DELEADER (BRIDGE)	01/01/2010	\$63.410								
DEMO: ADZEMAN	12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.330				
	06/01/2011	\$50.330	12/01/2011	\$51.600						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	12/01/2009	\$48.100	06/01/2010	\$49.100	12/01/2010	\$50.330				
	06/01/2011	\$51.330	12/01/2011	\$52.600						
DEMO: BURNERS	12/01/2009	\$47.830	06/01/2010	\$48.830	12/01/2010	\$50.100				
	06/01/2011	\$51.100	12/01/2011	\$52.330						
DEMO: CONCRETE CUTTER/SAWYER	12/01/2009	\$48.100	06/01/2010	\$49.100	12/01/2010	\$50.330				
	06/01/2011	\$51.330	12/01/2011	\$52.600						
DEMO: JACKHAMMER OPERATOR	12/01/2009	\$47.830	06/01/2010	\$48.830	12/01/2010	\$50.100				
	06/01/2011	\$51.100	12/01/2011	\$52.330						
DEMO: WRECKING LABORER	12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.330				
	06/01/2011	\$50.330	12/01/2011	\$51.600						
DIRECTIONAL DRILL MACHINE OPERATOR	12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680				
DIVER	08/01/2009	\$75.090	08/01/2010	\$77.440	08/01/2011	\$80.190				
DIVER TENDER	08/01/2009	\$60.220	08/01/2010	\$62.570	08/01/2011	\$65.320				
DIVER TENDER (EFFLUENT)	08/01/2009	\$78.810	08/01/2010	\$82.330	08/01/2011	\$86.460				
DIVERS LURRY (EFFLUENT)	08/01/2009	\$101.110	08/01/2010	\$104.640	08/01/2011	\$108.760				
ELECTRICIAN	09/01/2009	\$64.800	03/01/2010	\$66.030	09/01/2010	\$67.270				
	03/01/2011	\$68.510								
APPRENTICE: ELECTRICIAN - Local 103										
Rate Step	1	2	3	4	5	6	7	8	9	10
23 *** %	40.00	40.00	43.00	43.00	50.00	53.00	60.00	63.00	70.00	73.00
App Price 1/1/03; 30.634 04.50 0.055 5.70 7.50										
ELEVATOR CONSTRUCTOR	01/01/2010	\$65.190	01/01/2011	\$66.690	01/01/2012	\$68.190				

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

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COMMONWEALTH OF MASSACHUSETTS
LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lieutenant Governor

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

GEORGE NOEL
Director of Labor
LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Prevailing Wage Rates

Awarding Authority: City of Newton

Contract Number: 10-40

City/Town: NEWTON

Description of Work: Newton Public Schools - Challenge Course - Installation of Climbing Walls

Job Location: Various Locations

Classification		Effective Dates and Total Rates							
APPRENTICE: ELEVATOR CONSTRUCTOR - Local 4									
Rate	Step	1	2	3	4	5			
11	%	50.00	55.00	65.00	70.00	80.00			
Step 1-2 are 6 mos.; Step 3-5 are 1 year									
ELEVATOR CONSTRUCTOR HELPER					01/01/2010	\$51.330	01/01/2011	\$52.830	01/01/2012 \$54.330
FENCE & GUARD RAIL ERECTOR					12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010 \$49.600
					06/01/2011	\$50.600	12/01/2011	\$51.850	
FIELD ENG. - INST. PERSON (BLDG, SITE, HWY CONST)					11/01/2009	\$55.850	05/01/2010	\$56.950	11/01/2010 \$58.190
					05/01/2011	\$59.430			
FIELD ENG. - ROD PERSON (BLDG, SITE, HWY CONST)					11/01/2009	\$40.870	05/01/2010	\$41.520	11/01/2010 \$42.250
					05/01/2011	\$42.980			
FIELD ENG. - CHIEF OF PARTY (BLDG, SITE, HWY CONST)					11/01/2009	\$57.210	05/01/2010	\$58.320	11/01/2010 \$59.570
					05/01/2011	\$60.820			
FIRE ALARM INSTALLER					09/01/2009	\$64.800	03/01/2010	\$66.030	09/01/2010 \$67.270
					03/01/2011	\$68.510			
FIRE ALARM REPAIR / MAINTENANCE					09/01/2009	\$52.870	03/01/2010	\$53.790	09/01/2010 \$54.720
					03/01/2011	\$55.660			
FIREMAN (ASST. ENGINEER)					12/01/2009	\$52.740	06/01/2010	\$53.810	12/01/2010 \$54.890
FLAGGER & SIGNALER					12/01/2009	\$36.300	06/01/2010	\$37.300	12/01/2010 \$37.300
					06/01/2011	\$38.300	12/01/2011	\$38.300	
FLOORCOVERER					09/01/2009	\$59.130	03/01/2010	\$59.630	09/01/2010 \$60.380
					03/01/2011	\$61.130	09/01/2011	\$62.380	03/01/2012 \$63.630
APPRENTICE: FLOORCOVERER - Local 2148 Zone I									
Rate	Step	1	2	3	4	5	6	7	8
11	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00
Step are 750 hrs.									
FORK LIFT/CHERRY PICKER					12/01/2009	\$58.530	06/01/2010	\$59.780	12/01/2010 \$61.030
GENERATOR/LIGHTING PLANT/HEATERS					12/01/2009	\$47.890	06/01/2010	\$48.810	12/01/2010 \$49.740
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)					01/01/2010	\$52.910			
APPRENTICE: GLAZIER - Local 33 Zone 2									
Rate	Step	1	2	3	4	5	6	7	8
11	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00
Step are 750 hrs.									
HOISTING ENGINEER/CRANES/GRADALLS					12/01/2009	\$58.530	06/01/2010	\$59.780	12/01/2010 \$61.030

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DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY



DEVAL L. PAIRICK
Governor

TIMOTHY P. MURRAY
Commissioner

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

GEORGE NOEL
Director of Labor

LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Prevailing Wage Rates

Awarding Authority: City of Newton

Contract Number: 10-40

City/Town: NEWTON

Description of Work: Newton Public Schools - Challenge Course - Installation of Climbing Walls

Job Location: Various Locations

Classification	Effective Dates and Total Rates									
APPRENTICE: HOIST/PORT. ENG. - Local										
Ratio	Step	1	2	3	4	5	6	7	8	
1:4	%	33.00	40.00	45.00	70.00	75.00	80.00	85.00	90.00	
HVAC (DUCTWORK)						08/01/2009	\$62.260	02/01/2010	\$63.470	08/01/2010 \$64.720
						02/01/2011	\$65.970	08/01/2011	\$67.220	02/01/2012 \$68.470
						08/01/2012	\$69.720	02/01/2013	\$70.970	
HVAC (ELECTRICAL CONTROLS)						09/01/2009	\$64.800	03/01/2010	\$66.030	09/01/2010 \$67.270
						03/01/2011	\$68.510			
HVAC (TESTING AND BALANCING - AIR)						08/01/2009	\$62.260	02/01/2010	\$63.470	08/01/2010 \$64.720
						02/01/2011	\$65.970	08/01/2011	\$67.220	02/01/2012 \$68.470
						08/01/2012	\$69.720	02/01/2013	\$70.970	
HVAC (TESTING AND BALANCING - WATER)						09/01/2009	\$67.480	03/01/2010	\$68.730	
HVAC MECHANIC						09/01/2009	\$67.480	03/01/2010	\$68.730	
HYDRAULIC DRILLS						12/01/2009	\$47.830	06/01/2010	\$48.830	12/01/2010 \$50.100
						06/01/2011	\$51.100	12/01/2011	\$52.330	
INSULATOR (PIPES & TANKS)						09/01/2009	\$59.260	09/01/2010	\$61.660	
APPRENTICE: ASBESTOS INSULATOR (Pipes & Tanks) - Local & Boston										
Ratio	Step	1	2	3	4					
1:4	%	30.00	40.00	70.00	80.00					
Step and 1 year										
IRONWORKER/WELDER						09/16/2009	\$59.560	03/16/2010	\$60.960	
APPRENTICE: IRONWORKER - Local										
Ratio	Step	1	2	3	4	5	6			
	%	40.00	70.00	75.00	80.00	85.00	90.00			
Structural 1:4; Ornamental 1:4										
JACKHAMMER & PAVING BREAKER OPERATOR						12/01/2009	\$47.330	06/01/2010	\$48.330	12/01/2010 \$49.600
						06/01/2011	\$50.600	12/01/2011	\$51.830	
LABORER						12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010 \$49.330
						06/01/2011	\$50.330	12/01/2011	\$51.600	
APPRENTICE: LABORER - Zonal										
Ratio	Step	1	2	3	4					
1:3	%	40.00	70.00	80.00	90.00					
LABORER: CARPENTER TENDER						12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010 \$49.330
						06/01/2011	\$50.330	12/01/2011	\$51.600	
LABORER: CEMENT FINISHER TENDER						12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010 \$49.330
						06/01/2011	\$50.330	12/01/2011	\$51.600	

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DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
OFFICE OF OCCUPATIONAL SAFETY



DEVAL L. PAIRICK
Governor

TIMOTHY P. MURRAY
Commissioner

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

Prevailing Wage Rates

GEORGE NOEL
Director of Labor

LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-40

City/Town: NEWTON

Description of Work: Newton Public Schools - Challenge Course - Installation of Climbing Walls

Job Location: Various Locations

Classification	Effective Dates and Total Rates								
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.330			
	06/01/2011	\$50.330	12/01/2011	\$51.600					
LABORER: MASON TENDER	12/01/2009	\$47.330	06/01/2010	\$48.330	12/01/2010	\$49.600			
	06/01/2011	\$50.600	12/01/2011	\$51.830					
LABORER: MULTI-TRADE TENDER	12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.330			
	06/01/2011	\$50.330	12/01/2011	\$51.600					
LABORER: TREE REMOVER	12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.330			
	06/01/2011	\$50.330	12/01/2011	\$51.600					
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines.									
LASER BEAM OPERATOR	12/01/2009	\$47.330	06/01/2010	\$48.330	12/01/2010	\$49.600			
	06/01/2011	\$50.600	12/01/2011	\$51.830					
MARBLE & TILE FINISHERS	08/01/2009	\$56.240	02/01/2010	\$56.930	08/01/2010	\$58.470			
	02/01/2011	\$59.270	08/01/2011	\$60.930	02/01/2012	\$61.740			
APPRENTICE: MARBLE-TILE-TERRAZZO FINISHER - Local 3 Marble & Tile									
Ratio	Step	1	2	3	4	5			
1:3	%	50.00	60.00	70.00	80.00	90.00			
Step up 800 hrs.									
MARBLE MASONS, TILELAYERS & TERRAZZO MECH	08/01/2009	\$67.160	02/01/2010	\$68.030	08/01/2010	\$69.930			
	02/01/2011	\$70.940	08/01/2011	\$73.040	02/01/2012	\$74.030			
APPRENTICE: MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile									
Ratio	Step	1	2	3	4	5			
1:3	%	50.00	60.00	70.00	80.00	90.00			
MECH. SWEEPER OPERATOR (NON-CONSTRUCTION)	07/01/2009	\$28.300	07/01/2010	\$29.000	07/01/2011	\$29.700			
MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680			
MECHANICS MAINTENANCE	12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680			
MILLWRIGHT (Zone 1)	03/01/2009	\$54.400							
APPRENTICE: MILLWRIGHT - Local 1121 Zone 1									
Ratio	Step	1	2	3	4	5	6	7	8
1:3	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00
MORTAR MIXER	12/01/2009	\$47.330	06/01/2010	\$48.330	12/01/2010	\$49.600			
	06/01/2011	\$50.600	12/01/2011	\$51.830					
OILER (OTHER THAN TRUCK CRANES, GRADALLS)	12/01/2009	\$41.730	06/01/2010	\$42.480	12/01/2010	\$43.220			
OILER (TRUCK CRANES, GRADALLS)	12/01/2009	\$44.720	06/01/2010	\$45.530	12/01/2010	\$46.380			
OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680			
PAINTER (BRIDGES/TANKS)	01/01/2010	\$63.410							

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COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY



Prevailing Wage Rates

DEVAL L. PATRICK
Governor

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

HIMOTHY P. MURRAY
Commissioner

GEORGE NOEL
Director of Labor

LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-40

City/Town: NEWTON

Description of Work: Newton Public Schools - Challenge Course - Installation of Climbing Walls

Job Location: Various Locations

Classification		Effective Dates and Total Rates									
APPRENTICE: PAINTER - Local 35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Step is 750 hrs.											
PAINTER (SPRAY ORS AND BLAST, NEW) *						01/01/2010	\$54.310				
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.											
APPRENTICE: PAINTER - Local 35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Step is 750 hrs.											
PAINTER (SPRAY ORS AND BLAST, REPAINT)						01/01/2010	\$52.370				
APPRENTICE: PAINTER - Local 35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Step is 750 hrs.											
PAINTER (TRAFFIC MARKINGS)						12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.330
						06/01/2011	\$50.330	12/01/2011	\$51.600		
PAINTER / TAPER (BRUSH, NEW) *						01/01/2010	\$52.910				
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.											
APPRENTICE: PAINTER - Local 35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Step is 750 hrs.											
PAINTER / TAPER (BRUSH, REPAINT)						01/01/2010	\$50.970				
APPRENTICE: PAINTER - Local 35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Step is 750 hrs.											
PANEL & PICKUP TRUCKS DRIVER						12/01/2009	\$44.160	06/01/2010	\$44.760	12/01/2010	\$45.360
						06/01/2011	\$46.110	12/01/2011	\$46.770	06/01/2012	\$47.420
						12/01/2012	\$48.430				
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)						08/01/2009	\$60.220	08/01/2010	\$62.570	08/01/2011	\$65.320
PILE DRIVER						08/01/2009	\$60.220	08/01/2010	\$62.570	08/01/2011	\$65.320

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Prevailing Wage Rates



DEVAL L. PATRICK
Governor
TIMOTHY F. MURRAY
Lieutenant Governor

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

GEORGE NOEL
Director of Labor
LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-40

City/Town: NEWTON

Description of Work: Newton Public Schools - Challenge Course - Installation of Climbing Walls

Job Location: Various Locations

Classification	Effective Dates and Total Rates					
APPRENTICE: PIPE DRIVER - Local 54 Zone 1						
Rate	Step	1	2	3	4	5
13	%	40.00	45.00	50.00	55.00	60.00
PIPEFITTER & STEAMFITTER						
APPRENTICE: PIPEFITTER - Local 537						
Rate	Step	1	2	3	4	5
**	%	40.00	45.00	50.00	55.00	60.00
**1:3; 3:15; 1:10 thereafter						
Ratifying Mechanic **1:1; 1:2; 2:4; 3:4; 4:8; 5:10; 6:12; 7:14; 8:17; 9:20; 10:23 (Max)						
Step and 1 yr. Ratifying Mechanic Steps & Hrs Same as above						
PIPELAYER						
					12/01/2009	\$47.350
					06/01/2011	\$50.600
					12/01/2010	\$48.350
					12/01/2011	\$51.850
PLUMBERS & GAS FITTERS						
					09/01/2009	\$66.250
					03/01/2010	\$67.500
APPRENTICE: PLUMBER - Local 12						
Rate	Step	1	2	3	4	5
**	%	35.00	40.00	45.00	50.00	55.00
**1:2; 2:4; 3:10; 4:14; 5:19						
Step and 1 year; Step 4 w/ license-70; Step 5 w/ license-80						
PNEUMATIC CONTROLS (TEMP.)						
					09/01/2009	\$67.480
					03/01/2010	\$68.730
PNEUMATIC DRILL/TOOL OPERATOR						
					12/01/2009	\$47.350
					06/01/2011	\$50.600
					12/01/2010	\$48.350
					12/01/2011	\$51.850
POWDERMAN & BLASTER						
					12/01/2009	\$48.100
					06/01/2010	\$49.100
					12/01/2010	\$50.350
					06/01/2011	\$51.350
					12/01/2011	\$52.600
POWER SHOVEL/DERRICK/TRENCHING MACHINE						
					12/01/2009	\$58.530
					06/01/2010	\$59.780
					12/01/2010	\$61.030
PUMP OPERATOR (CONCRETE)						
					12/01/2009	\$58.530
					06/01/2010	\$59.780
					12/01/2010	\$61.030
PUMP OPERATOR (DEWATERING, OTHER)						
					12/01/2009	\$47.890
					06/01/2010	\$48.810
					12/01/2010	\$49.740
READY-MIX CONCRETE DRIVER						
					05/01/2009	\$40.520
					05/01/2010	\$41.080
					05/01/2011	\$41.690
RECLAIMERS						
					12/01/2009	\$58.190
					06/01/2010	\$59.430
					12/01/2010	\$60.680
RESIDENTIAL WOOD FRAME CARPENTER **						
** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement.						
As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.						
RIDE-ON MOTORIZED BUGGY OPERATOR						
					12/01/2009	\$47.350
					06/01/2011	\$50.600
					12/01/2010	\$48.350
					12/01/2011	\$51.850
ROLLERS/PREADER/MULCHING MACHINE						
					12/01/2009	\$58.190
					06/01/2010	\$59.430
					12/01/2010	\$60.680
ROOFER (Inc. Roofer Waterproofing & Roofer Damproofing)						
					02/01/2009	\$53.860

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Prevailing Wage Rates

DEVAL L. PATRICK
Governor

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

IMMOIHYP MURRAY
Deputy Governor

GEORGE NOEL
Director of Labor

LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-40

City/Town: NEWTON

Description of Work: Newton Public Schools - Challenge Course - Installation of Climbing Walls

Job Location: Various Locations

Classification		Effective Dates and Total Rates									
APPRENTICE: ROOFER - Local 33											
Ratio	Step	1	2	3	4	5					
**	%	50.00	60.00	65.00	75.00	85.00					
**1-5, 2-4 then after 110 (or portion thereof)						Step 1 is 2000 hrs.; Step 2-5 are 1000 hrs.					
Roofing (Reroofing): Same Steps and Hours as Above **1-4; Thereafter 1:1											
SHEETMETAL WORKER						08/01/2009	\$62.260	02/01/2010	\$63.470	08/01/2010	\$64.720
						02/01/2011	\$65.970	08/01/2011	\$67.220	02/01/2012	\$68.470
						08/01/2012	\$69.720	02/01/2013	\$70.970		
APPRENTICE: SHEET METAL WORKER - Local 17-A											
Ratio	Step	1	2	3	4	5	6	7			
1:4	%	40.00	45.00	50.00	60.00	65.00	75.00	85.00			
										Step 1-3 are 1 year; Step 4-7 are 6 mos.	
SIGN ERECTOR						06/01/2009	\$37.780				
APPRENTICE: SIGN ERECTOR - Local 35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8	9	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00	
Steps are 6 mos.											
SLATE/TILE/PRECAST CONCRETE ROOFER						02/01/2009	\$54.110				
SPECIALIZED EARTH MOVING EQUIP < 35 TONS						12/01/2009	\$44.620	06/01/2010	\$45.220	12/01/2010	\$45.820
						06/01/2011	\$46.570	12/01/2011	\$47.230	06/01/2012	\$47.880
						12/01/2012	\$48.910				
SPECIALIZED EARTH MOVING EQUIP > 35 TONS						12/01/2009	\$44.910	06/01/2010	\$45.510	12/01/2010	\$46.110
						06/01/2011	\$46.860	12/01/2011	\$47.520	06/01/2012	\$48.170
						12/01/2012	\$49.200				
SPRINKLER FITTER						09/16/2009	\$68.430	03/16/2010	\$69.700		
APPRENTICE: SPRINKLER FITTER - Local 550											
Ratio	Step	1	2	3	4	5	6	7	8	9	10
1:1	%	40.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00
STEAM BOILER OPERATOR						12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN						12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680
TELECOMMUNICATION TECHNICIAN						09/01/2009	\$52.870	03/01/2010	\$53.790	09/01/2010	\$54.720
						03/01/2011	\$55.660				
APPRENTICE: TELECOMMUNICATION TECHNICIAN - Local 103											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	40.00	45.00	50.00	55.00	60.00	65.00	75.00	80.00		
TERRAZZO FINISHERS						08/01/2009	\$66.060	02/01/2010	\$66.950	08/01/2010	\$68.830
						02/01/2011	\$69.840	08/01/2011	\$71.940	02/01/2012	\$72.930

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 01/28/2010

Wage Request Number: 20100127-030

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COMMONWEALTH OF MASSACHUSETTS
LABOR AND WORKFORCE DEVELOPMENT
OFFICE OF OCCUPATIONAL SAFETY
Prevailing Wage Rates



DEVAL L. PATRICK
Governor

IMMOGHY P. MURRAY
Lieutenant Governor

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

GEORGE NOEL
Director of Labor

LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-40

City/Town: NEWTON

Description of Work: Newton Public Schools - Challenge Course - Installation of Climbing Walls

Job Location: Various Locations

Classification		Effective Dates and Total Rates					
APPRENTICE: MARBLE-TILE-TERRAZZO FINISHER - Local 3 Marble & Tile							
Rate	Step	1	2	3	4	5	
13	%	50.00	60.00	70.00	80.00	90.00	
Step is \$800 hr.							
TEST BORING DRILLER					12/01/2009	\$48.500	06/01/2010 \$49.500 12/01/2010 \$50.750
					06/01/2011	\$51.750	12/01/2011 \$53.000
TEST BORING DRILLER HELPER					12/01/2009	\$47.220	06/01/2010 \$48.220 12/01/2010 \$49.470
					06/01/2011	\$50.470	12/01/2011 \$51.720
TEST BORING LABORER					12/01/2009	\$47.100	06/01/2010 \$48.100 12/01/2010 \$49.350
					06/01/2011	\$50.350	12/01/2011 \$51.600
TRACTORS/PORTABLE STEAM GENERATORS					12/01/2009	\$58.190	06/01/2010 \$59.430 12/01/2010 \$60.680
TRAILERS FOR EARTH MOVING EQUIPMENT					12/01/2009	\$45.200	06/01/2010 \$45.800 12/01/2010 \$46.400
					06/01/2011	\$47.150	12/01/2011 \$47.810 06/01/2012 \$48.460
					12/01/2012	\$49.490	
TUNNEL WORK - COMPRESSED AIR					12/01/2009	\$59.430	06/01/2010 \$60.680 12/01/2010 \$61.930
					06/01/2011	\$63.180	12/01/2011 \$64.430
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)					12/01/2009	\$61.430	06/01/2010 \$62.680 12/01/2010 \$63.930
					06/01/2011	\$65.180	12/01/2011 \$66.430
TUNNEL WORK - FREE AIR					12/01/2009	\$51.500	06/01/2010 \$52.750 12/01/2010 \$54.000
					06/01/2011	\$55.250	12/01/2011 \$56.500
TUNNEL WORK - FREE AIR (HAZ. WASTE)					12/01/2009	\$53.500	06/01/2010 \$54.750 12/01/2010 \$56.000
					06/01/2011	\$57.250	12/01/2011 \$58.500
VAC-HAUL					12/01/2009	\$44.620	06/01/2010 \$45.220 12/01/2010 \$45.820
					06/01/2011	\$46.570	12/01/2011 \$47.230 06/01/2012 \$47.880
					12/01/2012	\$48.910	
WAGON DRILL OPERATOR					12/01/2009	\$47.350	06/01/2010 \$48.350 12/01/2010 \$49.600
					06/01/2011	\$50.600	12/01/2011 \$51.850
WASTE WATER PUMP OPERATOR					12/01/2009	\$58.530	06/01/2010 \$59.780 12/01/2010 \$61.030
WATER METER INSTALLER					09/01/2009	\$66.250	03/01/2010 \$67.500

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 01/28/2010

Wage Request Number: 20100127-030

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COMMONWEALTH OF MASSACHUSETTS
LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY



DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Commissioner

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

Prevailing Wage Rates

GEORGE NOEL
Director of Labor

LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-40

City/Town: NEWTON

Description of Work: Newton Public Schools - Challenge Course - Installation of Climbing Walls

Job Location: Various Locations

Classification

Effective Dates and Total Rates

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours) unless otherwise specified.

- * Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- ** Multiple ratios are listed in the comment field.
- *** The job site ratio of 2 apprentices (APP) for every 3 journeymen (JM) is allowed as follows:
1 JM: 1 APP; 2-3 JM: 2 APP; 4-6 JM: 4 APP; 7-9 JM: 6 APP; 10-12 JM: 8 APP; 13-15 JM: 10 APP; etc.
- **** The job site ratio of 2 apprentices (APP) for every 3 journeymen (JM) is allowed as follows:

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 01/28/2010

Wage Request Number: 20100127-030

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WEEKLY PAYROLL REPORT FORM

Company Name:

Prime Contractor

Project Name:

Subcontractor

Awarding Auth.:

List Prime Contractor:

Work Week Ending:

Employer Signature:

Print Name & Title:

[illegible]

NOTE: Every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority.

Attachment B

CITY OF NEWTON

Contractors Certification

A Contractor will not be eligible for award of a contract, unless such contractor has submitted the following certification, which is deemed a part of the resulting contract.

CONTRACTOR'S CERTIFICATION

_____. Certifies that:
Contractor's Name

it tends to use the following listed construction trades in the work under the contract

_____ and

2. will comply with the minority manpower ration and specific affirmative action steps contained herein; and
3. will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

(Signature of authorized representative of Contractor)

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

Attachment C

CITY OF NEWTON

Subcontractors Certification

Prior to the award of any subcontract , regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontractor.

SUBCONTRACTOR`S CERTIFICATION

_____. Certifies that:
Contractor's Name

it tends to use the following listed construction trades in the work under the contract

_____ and

will comply with the minority manpower ration and specific affirmative action steps contained herein; and

will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(Signature of authorized representative of Contractor)

In order to ensure that the said subcontractor's certification becomes part of all subcontracts under the prime contract, no subcontract shall be executed until an authorizee representative of the Administrative Agency administering this project has determined in writing, that the said certification has been incorporated in such subcontract, regardless of tier, Any subcontract executed without such written approval shall be void.

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.



SPECIAL CONDITIONS

Special Conditions of the Contract for Non-Technical Services. In the event of conflict

or discrepancy between the General Conditions and these Special Conditions, the provisions of the Special Conditions shall govern.

1.0 SUMMARY OF WORK

A. The Work under the Contract consists of:

1. Furnishing all labor, materials, tools, equipment and supervision necessary to accomplish the work described herein, in accordance with all specifications and requirements of the Project Manual.
2. All work either shown on the Drawings (if any) or included in the specifications unless specifically indicated as not to be done.

B. In addition, the work under the Contract includes:

1. Work outside the Project Site as called for in the Contract Documents and as required for the performance of the Work.
2. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.
3. Providing and restoring, where appropriate, all temporary facilities.

C. The Proposed Contract Price shall be complete costs, including overhead, profit, insurance, transportation, and all other costs connected with, or incidental to, the work described.

2.0 PROJECT SITE

A. Work for this project manual shall include the Base Bid and any accepted Alternates for the Various Schools.

3.0 NOTICE TO PROCEED/FAILURE TO COMMENCE WORK

A. From time to time during the term of this Contract, the Contractor shall be issued notice to proceed in the form of a written Work Order issued by the Public Works Department listing specific work items to be performed in accordance with this Contract. The Contractor shall commence performance of the work within the time specified in the Work Order, and in no event within less than the time limits stated in the Work Specifications contained in the Project Manual.

B. In the event the contractor fails to commence performance within the specified time, and/or notifies the City of its inability to do so, the City shall call upon the second Contractor awarded pursuant to this bid (if any) to perform the required work.

C. In the event the second Contractor awarded pursuant to this bid is unable to commence performance within the required time, or if there is no second Contractor, the City reserves the right to contract for the work on the open market at the then prevailing rate and to deduct from any monies due or that may thereafter become due to the contractor the difference between the price stated for the work in the contract and the actual cost thereof to the City.

D. In the event of Contractor's repeated failure to commence work within the time required by these specifications, the City shall exercise all provisions contained in the General Conditions regarding default, suspension or termination of this contract.

When furnished by the City, the Contractor may submit an Application for Payment (Invoice) for the work performed during the preceeding month. The Contractor may invoice for all Work Orders completed and accepted during the preceeding month, and for all Work Orders either partially completed or not yet accepted by the City.

- B. Upon receipt of the Application for Payment, the City will, within fifteen days, make payment in full for all Work Orders completed and accepted during the preceeding month. For Work Orders partially completed or not yet accepted, the City will make payment for the value of the Work Order completed during the preceeding month, less a retainage of 5% of the estimated total of the Work Order. The City will make final payment for partially completed Work Orders, including any retained amounts, upon completion and acceptance of the work and receipt of an Application for Payment at the end of the month in which the work is completed and accepted.

5.0 COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals and claims must be in writing.
- B. Any such notice shall be deemed to have been given as of the time of delivery, or of actual receipt in the case of telegrams or, in the case of mailing, when it should have been received in due course of post.
- C. For communicating purposes, the office address of the Contractor shall be that stated on the signature page of the contract; that of the City shall be as stated in the Invitation for Bids. Any subsequent change in address of either party shall be communicated to the other in writing.

6.0 PLANS AND SPECIFICATIONS

- A. The City will furnish to the Contractor, without charge, all copies of the specifications reasonably necessary in the performance of the contract work.

7.0 COORDINATION

The Contractor shall:

- A. Supply to the City the name and telephone number of a responsible person who may be contacted during off-hour emergencies during the term of the Contract.
- B. Cooperate at all times with the City and the Project Manager, and ensure the cooperation of his key personnel and that of his subcontractors.

8.0 CONDUCT OF THE WORK

- A. The work must be completed in a continuous uninterrupted operation. The Contractor must use sufficient workforce and adequate equipment to complete all the necessary work requirements within a minimum period of time.
- B. The work shall be conducted between the hours of 8:00 a.m. and 5:00 p.m. on Monday through Friday. No work shall be done on holidays, Saturdays or Sundays except as specifically requested and authorized by the City.
- C. Under no circumstances will the contractor be paid at a premium or overtime rate for any work performed without the express advance authorization of the City.
- D. The Contractor is responsible for the security of partially completed work until the project is finally accepted by the City.

and/or replace all existing materials and surfaces remaining exposed after have been affected by alteration or removal of existing work. All patch and

10.0 GENERAL DIRECTIONS

A. Damage to Persons and Property

Any damage to buildings, roads, public roads, bituminous concrete areas, fences, lawn areas, trees, shrubbery, electric or telephone poles, underground utilities, etc., shall be repaired by the Contractor at his own expense. Damaged property shall be returned to its original condition prior to the damages within a reasonable time period, except all utility outages shall be repaired immediately.

B. Protection of Persons and Property

The Contractor shall, at all times, leave an unobstructed way along the roadways and walks, and shall maintain barriers and lights for the protection of all persons and property in all locations where he has materials stored or work going on, and during the entire time such work is going on or material is stored.

C. Shutdown of Services

The Contractor's attention is especially called to the fact that continuous operation of building utilities and services is mandatory. During the period of construction of the new work and/or alterations to the existing work, the progress and sequence of installation shall be carefully planned and approved by the City. If any building is to be left without heat, hot water, city water, electricity, gas, sanitary facilities, or any other services, the Contractor shall provide reasonable written notice to the City before proceeding.

D. Care of Work

All work is to be carefully protected so that no injury will come to it from water, frost, accident, or any other cause and any injury which may come to any of the work shall be repaired immediately by the Contractor at his own expense and without additional cost to the City. This shall also apply to any abutting or adjoining work on premises. The Contractor shall be responsible for any damage and in the event of such damage, the Contractor shall repair the damage immediately at his own cost and without additional cost to the City.

E. Removal of Debris

Debris of any nature shall be completely removed from the site at the end of each days work and disposed of in accordance with all Federal, State and local regulations.

F. The Contractor is responsible for the security of all work until it is accepted by the City.

11.0 TEMPORARY UTILITIES

- A. Prior to execution of the Work, the Contractor shall confer with a representative of the Public Works Department regarding the use of utilities and facilities at the worksite. No City utilities or facilities are to be used by the Contractor in the performance of this Contract without the prior approval of the City.

12.0 SUBMISSION OF PAYROLLS

- A. The Contractor shall, with each invoice submitted during the term of this Contract, submit to the City two (2) legible copies of his payrolls documenting the wages paid to all employees performing on site labor relating to the work of this Contract. These copies shall be prepared on forms supplied by the City.

13.0 DRAWINGS (IF APPLICABLE)

such drawings as may be issued per addendum, shall constitute an integral as the working drawings.

d verification is directed since actual locations, dimensions and levels are

- C. All items not specifically mentioned in the specifications or noted on the drawings, but which are obviously necessary to make a complete working installation, shall be included.

14.0 MATERIALS

- A. Unless specifically so stated to the contrary the use of a manufacturer's name or style number is not restrictive, and is intended solely as an identification of the type and quality of the materials and services required. In all cases, the words "or approved equal" if not inserted are implied.
- B. An item equal to that named or described in the specifications may upon written approval of the City be furnished by the Contractor. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased; (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.
- C. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractor's expense.
- D. For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes that may be required in the work as shown. All directions, specifications and recommendations by manufacturers for the installation, handling, storing, adjustment, and operation of their equipment shall be complied with and responsibility for proper performance shall continue to rest with the Contractor.
- E. The Contractor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Contractor fails to obtain the approval for substitution in accordance with these provisions. If any substitution is more costly, the Contractor shall pay for such costs

15.0 WARRANTY AND INDEMNIFICATION

- A. In addition to other guarantees or warranties required under law or other sections of the specification, the Contractor warrants all materials furnished and labor performed under this Contract to be free from defects or errors in workmanship or installation for a period of one year from the date of Completion of the work, as certified by the Project Manager. The Contractor shall indemnify the Authority for the full cost of any damage to the property that may result by reason of such defects or errors and shall indemnify the Authority from and against any and all claims, demands, losses, costs, expenses, liabilities and damages, including reasonable attorney's fees and expenses, arising out of or on account of this Contract, including but not limited to claims brought against the Authority for alleged infringement of patents based upon any methods of construction or application of materials furnished under the Contract.
- B. The Contractor shall indemnify, hold harmless and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest arising out of or resulting directly or indirectly from the services rendered pursuant to this Contract, provided that any such action, cause of action, claim, demand, damage, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.



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END OF SECTION

NEWTON PUBLIC SCHOOLS **SCOPE OF WORK** **INSTALLATION OF CLIMBING WALLS** **ADVENTURE EDUCATION CHALLENGE COURSES**

The Work under the Contract consists of:

Newton Public Schools in Newton, MA is developing five adventure education challenge courses at four middle schools and one high school. Three of the school sites are within one-half mile of each other and the other two sites are less than four miles away and all sites are accessible by truck. The challenge courses will consist of the design and installation of portable and permanent low challenge courses at each middle school plus a high challenge course at the high school. Climbing Walls will be supplied and installed as required below and per site plans attached. In addition, the climbing walls must be consistent with Project Adventures curriculum and training. The installer will work closely with designated City of Newton, Newton Public Schools and Seafox Consulting personnel before and during the installation of these climbing walls according to the corresponding site plans. Supplies and materials cannot be delivered more than 48 hours prior to the start of installation. Grant funds for the project are approved and available.

Minimum Requirements - Eligible Bidders must meet the following minimum requirements:

- Five (5) years of experience supplying and installing comparable climbing walls as referenced within this Bid Proposal.
- Design and installation of climbing walls must be consistent with Project Adventures curriculum for adventure education challenge courses.
- Shall demonstrate a track record of successful implementation of 3 equivalent climbing wall projects at 3 different school districts and provide references for each of these projects.
- Company must be a Professional Vendor (PVM) of the Association for Challenge Course Technology (ACCT) for installation, course inspection and technical training, and shall adhere to the current edition Installation Standards of ACCT.
- Work must comply with regulations by Division of Public Safety for safety and insurance purposes.
- The challenge course elements shall be warranted by the installer for a period of one year from the completion date of the project.
- The installer shall provide a detailed installation schedule and the earliest possible range of dates for the installation of all climbing walls.
- Vendor is to review the selection of climbing wall elements, considering such factors as safety and available space.
- Include a total of 8 hours of training for both bouldering and climbing walls that will be available after installation with locations and time to be determined by Newton Public School PEHW Director.

The following materials and services are to be delivered to the Newton Public Schools. All work shall consist of furnishing any and all materials, labor, and equipment, to complete the work in accordance with the specific requirements of this Project Manual and in accordance with the specific requirements as shown on the corresponding site plans. Minimum material requirements must meet the challenge course standards as detailed in the 7th edition Installation Standards of ACCT and as provided in the course specifications below. All work relating to this contract will be under the contractor warranty

Design and Implementation Criteria

Middle School Courses – Bigelow, Brown, Day and Oak Hill Schools

Each of the middle schools will be implementing the same PE curriculum and therefore most elements for the climbing walls will be the same for each site. However, because of limitations and unique characteristics of each school facility, the courses will not be identical. The installer shall work closely with Newton Public School staff and the design consultant in locating the climbing walls in each gym before installation may proceed. Bid includes the following:

Low Bouldering Wall

- Texture painted plywood surface, gray or black or sandstone color
- The climbing surface shall be mounted to wood strapping material that maintains a minimum 3/4" gap to accommodate protruding climbing hold fasteners
- Age and ability appropriate holds in sufficient number to allow for numerous climbing route options



- One square foot of climbing surface. Teenut inserts shall be made from zinc plated steel
- Permanent fastening
- Plywood traverse surface shall be 60' long x 8' high
- Plywood traverses and walls shall be Grade A.
- All wood products used for each wall shall be treated with a class "A" flame retardant fire inhibitor coating applied according to manufacturer's recommendations for maximum protection
- Install Everlast Climbing Industries *Mat Locking System* using 3" thick 60" high x 60" long standard mats that are already at each middle school

Newton South High School

Climbing and Bouldering Wall (drawing provided in appendix)

- Texture painted plywood surface, gray or black or sandstone color
- The climbing surface shall be mounted to wood strapping material that maintains a minimum 3/4" gap to accommodate protruding climbing hold fasteners
- Age and ability appropriate holds in sufficient number to allow for numerous climbing route options
- Minimum of 1 teenut insert per square foot of climbing surface. Teenut inserts shall be made from zinc plated steel and secured by screws for more permanent fastening
- Plywood traverse surface shall be 60' long x 8' high
- All wood products used for the wall shall be treated with a class "A" flame retardant fire inhibitor coating applied according to manufacturer's recommendations for maximum protection
- Visible plywood surfaces on climbing traverses and walls shall be Grade A quality
- Four climbing routes of 6' width,
- For each belay point, provide a #4 (1/8") polyester haul cord and 11mm dynamic rope cut to length with ends finished to allow for secure and convenient ability to tie haul cords
- Rappel Platform with overhead anchor for rappel rope, including a #4 (1/8") polyester haul cord and 7/16" diameter static rope, double length, with ends finished to allow for secure and convenient ability to tie haul cord
- 50% of the surface to be featured for a variety of challenges to participants
- An additional plywood traverse surface shall be 8' high and extend 36' past the right end of the vertical wall, for a total of 60' width including the use of the lower part of the climbing wall
- Belay systems on high elements (where appropriate) shall consist of Project Adventure Klinesaver Shear Reduction Devices and K-1 Belay Pulleys or approved equal. Connection links shall be Maillon Rapide links.
- Install Everlast Climbing Industries *Mat Locking System* using 3" thick 60" high x 60" long standard mat (must be supplied).

Drawings

Attached is a site plan showing element names and climbing wall drawing for South HS.

Other Requirements:

1. The ground condition (inside and outside of facility) of each site shall be left as found before installation.
2. All work must be completed as described in the Project Manual and/or shown on the Plan(s) unless specifically indicated as not to be done.
3. Supplies and materials cannot be delivered more than 48 hours prior to the start of installation.

END OF SECTION

CITY OF NEWTON

SPECIFIC REQUIREMENTS OF THE CONTRACT

FOR PUBLIC WORKS CONSTRUCTION

I. SUMMARY OF WORK

A. The Work under the Contract consists of:

1. Supply, delivery, and installation of climbing walls for indoor adventure education challenge courses at four (4) middle schools and one (1) high school in Newton, MA as per site plans and specifications within this project manual.
2. All work described in the Project Manual and/or shown on the Plan(s) unless specifically indicated as not to be done.

B. In addition the work under the contract includes:

1. Work outside the Project Site as called for in the Project Manual and/or Plan(s) and as required for the performance of the work.
2. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.
3. All labor, materials, tools, and equipment necessary to do all the work required for the completion of each item as specified, which shall be limited not only to the exact intent mentioned, but shall include incidental work necessary or customarily performed for the completion of that item.
4. All items not specifically mentioned or noted in the Project Manual and/or Plan(s), but which are obviously necessary to make a complete working installation.

C. The Proposed Contract Price shall be complete costs, including overhead, profit, insurance, transportation, and all other costs connected with, or incidental to the work described.

II. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. Upon notification the Contractor shall commence the work specified in the Project Manual as directed by the City. The work shall proceed in a continuous uninterrupted fashion with adequately staffed crews, in a satisfactory manner, which will assure that the work is completed in a timely manner to the satisfaction of the City.

B. The time for substantial completion pursuant to Article 2 of the Contract shall be not later than April 15, 2010 or 120 calendar days.

C. Time is of the essence for the completion of this contract. If the Contractor fails to achieve substantial or final completion of the Work within the time required by the contract, and unless an extension of time is granted, the Contractor shall pay to the City as liquidated damages, the applicable amount specified in Article 6a of the General Conditions for each day of delay. If different completion dates are specified in the Contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another section in this Contract, liquidated damages shall not be due the City. The Contractor remains liable for damages caused other than by delay.

III. INSURANCE REQUIREMENTS

A. The Contractor shall carry and maintain until acceptance of the work such Workmen's Compensation, Automobile Liability, Public Liability, Contingent Public Liability, Property Damage and Contingent Property Damage Insurance,

protect him and any sub-contractor performing work covered by this contract for personal injury, including accidental death, and for property damage which he sustains, whether such operations be by himself or by any sub-contractor or by any other person or of them.

- B. The City shall be named as an additional insured on such policy.
- C. The amounts of such insurance shall be as follows:
 - 1. Workmen's Compensation Insurance as required by Massachusetts General Law.
 - 2. Automobile Liability Insurance on all vehicles owned or hired for a.) Bodily Injury in an amount not less than \$500,000.00 for each occurrence, and not less than \$1,000,000.00 aggregate; b.) Property Damage in an amount not less than \$250,000.00 each occurrence, and not less than \$500,000.00 aggregate.
 - 3. Public Liability Insurance and Contingent Public Liability Insurance in an amount not less than \$500,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one accident.
 - 4. Property Damage Insurance and Contingent Property Damage Insurance in an amount not less than \$250,000.00 on account of one accident, and in an amount of not less than \$500,000.00 on account of all accidents.
 - 5. General Liability Insurance shall include Contractual Liability Insurance.
- D. Before any work is started, the successful bidder shall be required to file with the Chief Procurement Officer certificates of insurance coverage as detailed above, with policy numbers and dates of expiration.
- E. The Contractor shall indemnify, hold harmless and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest arising out of or resulting directly or indirectly from the services rendered pursuant to this Contract, provided that any such action, cause of action, claim, demand, damage, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

END OF SECTION



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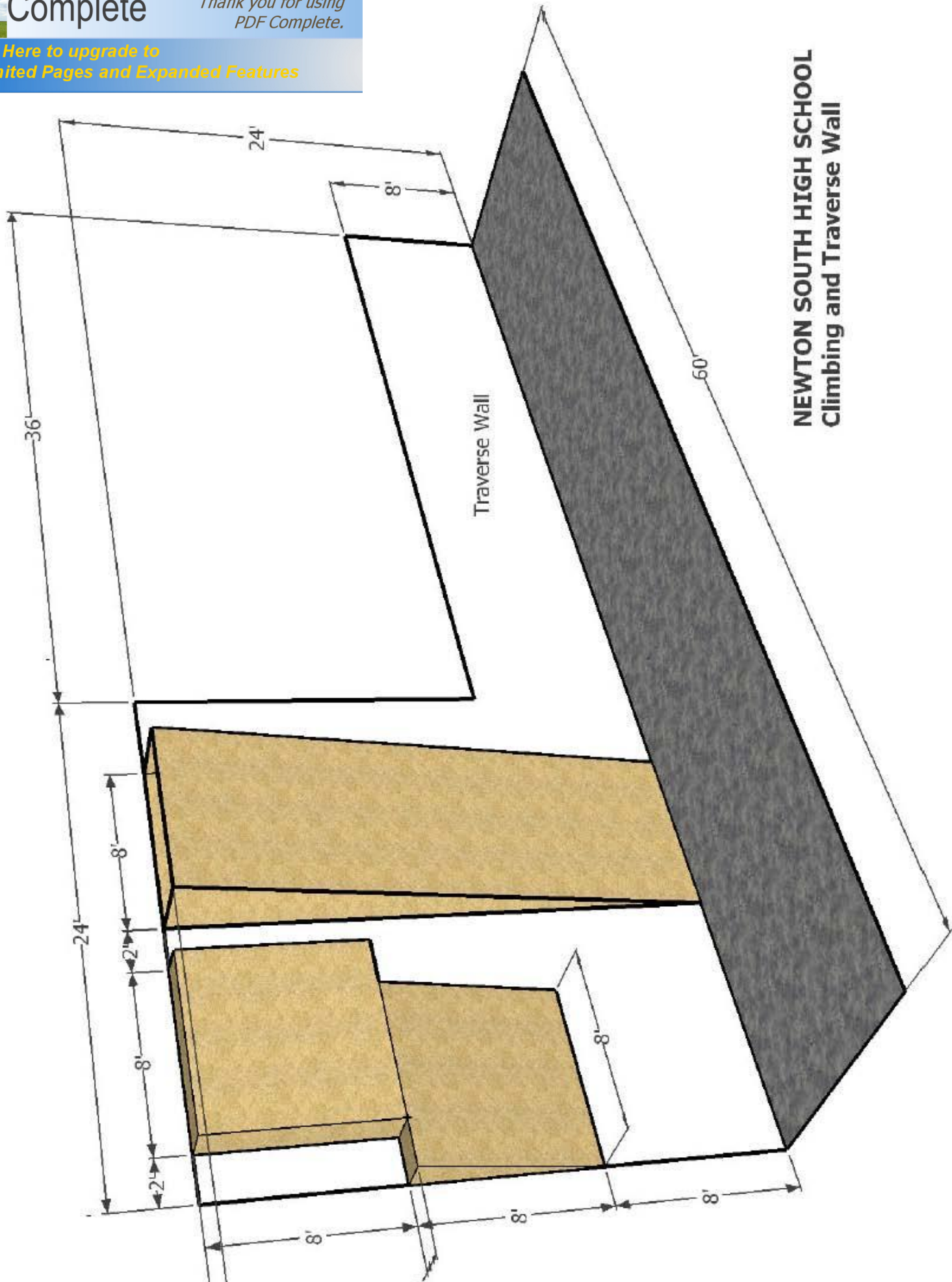
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END OF SECTION